**REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN**
**TUESDAY, MAY 5, 1992 - 7 P.M.**
**A. E. WOOD MEMORIAL LIBRARY**

The Mayor and Board of Aldermen of the City of Clinton, Mississippi, met in Regular Meeting on Tuesday, May 5, 1992, 7 P.M., at the A. E. Wood Memorial Library, 111 Clinton Boulevard.

**WELCOME AND CALL TO ORDER**

Mayor Billy Ray Smith introduced Lois McKay, the new City Comptroller; and informed those present of the death and funeral arrangements of long time Clintonian, Dr. Howard Spell.

**INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG**

The Invocation was led by Alderman Lott followed by the Pledge of Allegiance to the Flag led by Alderman Johnson.

**ROLL CALL** - City Clerk Nelson Byrd

Present - Willard Ryan - Alderman-at-Large
O. C. George Ferrell - Alderman Ward 1
Edward Valente - Alderman Ward 2
Ben Todd - Alderman Ward 3
Keith Montgomery - Alderman Ward 4
Jean Johnson - Alderman Ward 5
Sharbert Lott - Alderman Ward 6
Mayor Billy Ray Smith - Presiding

City Attorney William E. Spell
City Clerk Nelson Byrd

**APPROVAL OF CONSENT AGENDA ITEMS A-X:**

A. Minutes of the Regular and Adjourned Meetings of the Mayor and Board of Aldermen of April 7 and 21, 1992, as printed and distributed
B. Claims Docket - manual and computer claims numbered 1-458 for the month of April, 1992
C. $200.00 to Clinton Community Christian Corporation for advertising in the MS-Ala boys and girls all-star basketball game program - Adm.
D. Meals, mileage and motel for Marie McGraw to attend the Municipal Court Clerk Assoc. Seminar at the MS Coast Coliseum on 6-10-92 - Adm.
E. $557.50 to Am. Security Educators for handbooks for police department - crime prevention, neighborhood watch, and security
F. $510.00 for registration and lodging for Fire Chief Landrum to attend SE Assoc. of Fire Chiefs Educ. Workshop 6-28/7-1-92
G. $300.00 for Bill Smith to attend Investigation Course at St. Fire Academy 8-24/9-4-92
H. $1,659.20 low quote to Mid-South Uniform for shirts and accessories for Fire Dept.
I. $225.00 to Carroll Arledge for meals and gasoline for 6 employees to transport 5 new trucks from Gulfport (various)
J. $1,080.00 to Clinton Body Shop, Inc., to repair and paint Chevrolet Suburban transferred from Police to P&R Department
K. $2,177.55 to AgriDyne for emergency repair to hydraulic and pto system of John Deere 2440 (P&R)
L. $4,125.39 to APAC-MS for asphalt used for street repairs (PWD)
M. $2,580.00 to Capweld for chlorine used for water treatment (PWD)
N. $2,711.30 to Central Pipe Supply for repair parts, pipe, and water meters (PWD)
O. $2,049.75 to Central Pipe Supply for water cut off valve to be used while Clinton Industrial Tank is painted (PWD)

P. $939.60 to Central Pipe Supply (emergency purchase) of 14" sleeves for work at Clinton Industrial Tank Project (PWD)
Q. $669.90 to Control Systems for repairs to NE Treatment Plant (PWD)
R. $911.86 to Custom Prod. Corp. for street signs (PWD)
S. $7,290.50 to Hill City Oil for gasoline for various depts.
T. $807.32 to Empire Truck Sales for repairs to C-11 (PWD)
U. $1,073.39 to SW Paving for asphalt for repairs to streets (PWD)
V. $1,550.00 to Traffic Control Products for RR markings at Springridge and McRaven (PWD)
W. $17,673.75 to J. O. Hooker & Sons, for April Est. No. 1 on water storage tank painting project (Water)
X. $62,689.43 to Delta Constructors for April Est. #5 on Clinton Industrial Park Wastewater Treatment Facility (Water)

Under Consent Agenda Item A, Alderman Todd stated that at the last Board Meeting the Board of Aldermen voted to install lights on ballfields at Traceway Park and due to a possible conflict of interest Alderman Todd requested that those minutes reflect that he intended to "abstain" from voting on said matter. **MOTION** then made by Alderman Valente and **SECONDED** by Alderman Todd to amend the minutes of the Regular and Adjourned Meetings of April 7 and 21, 1992, to reflect said abstention. **MOTION CARRIED UNANIMOUSLY**.

**MOTION** made by Alderman Johnson and **SECONDED** by Alderman Valente to approve Consent Agenda Items A-X as listed above, noting that Consent Agenda Item C, will serve to advertise favorably the opportunities, possibilities, and resources of the City of Clinton, and quotes listed in item H may be found in the Office of the City Clerk. **MOTION CARRIED UNANIMOUSLY.**

**MOTION** made by Alderman Valente and **SECONDED** by Alderman Todd to approve the approximate payment of $111.00 to Raney Carpet Cleaners if it has not been paid and when proper receipt has been identified by the City Clerk on a sewage claim by Harold Neal concerning a flooding incident in November 1991 which required carpet cleaning and pad replacement on Willowbrook, and if said claim has already been paid then to take no further action. **MOTION CARRIED UNANIMOUSLY**. After further investigation, said claim was located on the April computer docket of claims #10 to Raney's Carpet Care, Inc., in the amount of $111.00.

**JOSTENS' SEWER CDBG PROJECT AWARDED TO LOW BIDDER BLURTON, BANKS & ASSOCIATES, INC.**

As shown by proof of publication found on page 275 of this Minute Book V that sealed bids would be received for the 1992 CDBG Project No. 1-1138-168-Ed-01 for sewer to Josten's, **MOTION** made by Alderman Montgomery and **SECONDED** by Alderman Johnson to accept the lowest bid in the amount of $142,984.00 as submitted by Blurton, Banks & Associates, Inc. **MOTION CARRIED UNANIMOUSLY**. Copy of Bid Tabulation may be found on page 276 of this Minute Book V.

**AWARDING OF CDBG REVIEW APPRAISER CONTRACT TO LOW BIDDER JIM TERRY**

Acting upon the unanimous recommendation of the Selection Committee as appointed at the April 21, 1992 meeting of the Mayor and Board of Aldermen to review proposals submitted for the position of Review Appraiser for the 1992 CDBG Project #1-1138-168-ED-01, **MOTION** made by Alderman Lott and **SECONDED** by Alderman Valente to approve Jim Terry as the review appraiser for said CDBG project at the contract price of $50.00 per parcel. **MOTION CARRIED UNANIMOUSLY**. Copy of said contract may be found on pages 277-278 of this Minute Book V.

**APPROVAL OF ONE YEAR RENEWAL OF CAPITAL CITIES METRO NARCOTICS ENFORCEMENT GROUP AGREEMENT**

**MOTION** made by Alderman Ryan and **SECONDED** by Alderman Todd adopting that agreement found on pages 279-310 of this Minute Book V authorizing a one year renewal to participate in the Capital Cities Metro Narcotics Enforcement Group. **MOTION CARRIED UNANIMOUSLY**.

**SANFORD PROPERTY ON HIGHWAY 80 TO BE DISCUSSED AT NEXT MEETING**

Mr. Joe Sanford approached the Board asking for information concerning the Board Members intent on action that had taken place at a previous Board Meeting regarding a building permit to build a Health Department on Highway 80. City Attorney Spell stated that the Board speaks through its minutes and it would be necessary to know exactly what the minutes had previously stated. The Board not having immediate access to those previous minutes requested Mr. Sanford to allow this matter to be placed on the next Board Agenda for discussion so that the Board Members would have said minutes to refer to. **NO BOARD ACTION**.

**DRAINAGE/EROSION CORRECTIONS AUTHORIZED FOR TRAILWOOD AREA**

In order to correct drainage/erosion problems in the Trailwood area, the following motions were offered:

**MOTION** made by Alderman Valente and **SECONDED** by Alderman Ferrell directing City Attorney Spell to draw up, on the recommendation of the Director of Public Works, a permanent easement no less than ten feet (five feet on either side of the current utility easement) embracing the utility easements adjacent to lots 21, 22, and 23 as indicated on the plat of Longwood Drive. **MOTION CARRIED UNANIMOUSLY**.

**MOTION** made by Alderman Valente and **SECONDED** by Alderman Todd authorizing City Attorney Spell to draw up a temporary easement on the dimensions recommended by the Public Works Director to correct the storm inlet drainage problem behind 210, 212, and 214 Casa Grande Drive. **MOTION CARRIED UNANIMOUSLY**.

**MOTION** made by Alderman Valente and **SECONDED** by Alderman Ryan authorizing City Attorney Spell to draw up a temporary easement on the dimensions recommended by the Public Works Director for the first phase of correction to the collapsed galvanized culvert between 208 and 300 Trailwood Drive. **MOTION CARRIED UNANIMOUSLY**.

**AUTHORIZATION FOR DETAILED ENGINEERING PLAN FOR COTTON ACRES SEWER**

Noting that the preliminary engineering study for sewer to the balance of Cotton Acres Subdivision was presented on April 23, 1992, with 14 of the 15 affected Cotton Acres residents represented, and of those residents present no opposition was indicated to a more detailed engineering study being completed, **MOTION** made by Alderman Valente and **SECONDED** by Alderman Ferrell authorizing the drafting of a detailed engineering plan for the provision of sewer services to the balance of Cotton Acres Subdivision not currently served. Said study to be brought back to said residents at a second public hearing giving said residents an opportunity to accept or reject the proposal prior to be putting out for bid. **MOTION CARRIED UNANIMOUSLY**.

**ADOPTION OF RESOLUTION AND ORDER TO CONDEMN EASEMENT FOR WATER WELLS #7 AND 8 IN TRACEWAY PARK**

**MOTION** made by Alderman Valente and **SECONDED** by Alderman Ryan to adopt that Resolution and Order to Condemn found on pages 311-313 of this Minute Book V with the incorporation of the following phrase on page 2, fifth paragraph, line 8 under number 1, immediately following the words "necessary to acquire" insert the following: "an easement equal to the time remaining upon the respective recreational leases on". **MOTION CARRIED 7-0** with Alderman Todd abstaining due to a possible conflict of interest. LEGAL DESC. FOR SAID WELL SITES MAY BE FOUND ON PAGES 313 A-D IN THIS MIN. BK V.

**CORRECTIONS AUTHORIZED TO HELP WITH FLOODING PROBLEMS ON SAN CARLOS DRIVE**

**MOTION** made by Alderman Ferrell and **SECONDED** by Alderman Valente directing City Attorney Spell to obtain temporary ingress and egress easements for the dimensions recommended by the Public Works Director on that ditch located off Northside Drive between San Carlos Drive and Lorado Drive and further direct the Public [illegible] the ditch of debris and undergrowth [illegible]blems. **MOTION CARRIED UNANIMOUSLY**.

**[illegible]AZARDS FROM ABANDONED LAGOON PROPERTY [illegible]RIVE**

[illegible]n Ferrell and **SECONDED** by Alderman Todd [illegible] Department to remove any hazards from [illegible]erty located between Kelly and Patton [illegible]able discussion of EPA guidelines for [illegible] areas, Alderman Montgomery called for [illegible]**ARRYING UNANIMOUSLY**.

**[illegible]OWERS PRIVATE DRIVE BEING ACCEPTED AS [illegible]E PURPOSES**

[illegible]man Ferrell and **SECONDED** by Alderman [illegible]on Drive as a dedicated City Street for maintenance and upkeep purposes.

This matter having come before the Mayor and Board of Aldermen for consideration and was denied in late 1991, Alderman Montgomery stated that a motion can't be twice considered and after further discussion by the Board, Alderman Montgomery called for the question with the following **ROLL CALL VOTE**: Alderman Ryan - "aye", Alderman Ferrell - "aye", Alderman Valente - "aye", Alderman Todd - "aye", Alderman Montgomery - "nay", Alderman Johnson - "nay", Alderman Lott - "nay". **MOTION CARRIED 4-3**.

Mayor Smith then stated that he felt this was not in the best interest of the City and vetoed this action with copy of his written veto being found on page 314 of this Minute Book V. Aldermen Ferrell then requested the following statement be made a part of the record: Ferrell - "Mayor, it appears that anything that is beneficial to blacks in the City of Clinton you seem to adamantly oppose it when it comes down to spending taxpayers money", to which Smith replied and requested to also be a part of the record: "I absolutely deny that statement."

**AUTHORIZATION FOR UNDERWOOD CIRCLE TO BECOME DEDICATED STREET**

**MOTION** made by Alderman Ferrell and **SECONDED** by Alderman Valente to direct City Attorney Spell to draw up the necessary legal papers to take that approximate 200' in length drive going north off of Dawson Street into the City by prescription. After further consideration, Alderman Ferrell withdrew this motion and **MOVED** to accept said drive going north off of Dawson Street as a dedicated street to be named Underwood Circle. **SECONDED** by Alderman Valente. **MOTION CARRIED UNANIMOUSLY**. It was noted that five homes will be involved.

**SECURITY LIGHT FOR HWY. 80/LAKERIDGE SUBDIVISION ENTRANCE POSTPONED**

Due to lack of necessary information regarding the request for furnishing electricity for a security light to be installed at the intersection of old Hwy. 80 (what is now the I-20 frontage road) and Lakeridge Subdivision entrance, said item was postponed until the next Board Meeting.

**OTHER BUSINESS**

Alderman Ferrell was out of the Board Room from 9:12-9:14 p.m.

A. **MOTION** made by Alderman Johnson and **SECONDED** by Alderman Valente to approve that agreement found on pages 315-317 of this Minute Book V employing the services of Dr. Woodrow Marsh to consult in the area of parks & recreation and spelling out the duties/responsibilities/time/and salary for those services. **MOTION CARRIED 6-0** with Alderman Ferrell not present for voting.

B. **MOTION** made by Alderman Todd and **SECONDED** by Alderman Valente authorizing the advertisement for sale of three used 1990 high-mileage caprice police vehicles. **MOTION CARRIED UNANIMOUSLY**. VIN numbers of said vehicles are as follows: #7037, #5809, #7065.

C. **MOTION** made by Alderman Todd and **SECONDED** by Alderman Valente authorizing clean-up of stumps and dirt on Northside Drive at Traceway Park by whatever method is deemed best by the Parks & Recreation Director and Public Works Director. **MOTION CARRIED UNANIMOUSLY**.

**ADJOURNMENT - 9:27 P.M.**

There being no further business to discuss, **MOTION** made by Alderman Valente and **SECONDED** by Alderman Todd to Recess until May 19, 1992, 7 P.M. **MOTION CARRIED UNANIMOUSLY**.

Copy of Agenda may be found on Pages 318-319 of this Minute Book V.

APPROVED: Billy R Smith — 5-12-92
Billy Ray Smith, Mayor — Date

ATTEST: Nelson Byrd — 5-12-92
Nelson Byrd, City Clerk — Date

SEAL

**PASTE AD HERE**

**110** Clinton legals

ADVERTISEMENT
FOR BIDS

Sealed bids for the construction of approximately 8,000 L.F. of gravity sewer line, manholes, pump station and associated apurtenances located in the City of Clinton, Mississippi, will be received by the City of Clinton at the Office of the City Clerk, City Hall, 300 Jefferson Street, Clinton, Mississippi, until 2:00 P. M. Local Time on May 5, 1992, and immediately thereafter will be opened and publicly read.

The work involved in the project includes the construction of an 8" PVC gravity sewer mains, manholes, PVC Force Main, Pump Station, and associated appurtenances as described in the project specifications and contract documents. All documents required for bidding purposes, including specifications, may be obtained from Anderson Engineers, P.A., P.O. Box 254, Clinton, Mississipi, 39060. A non-refundable deposit of $50.00 is required at the time of request for plans and specifications. A copy of the specifications may be examined at the office of the Project Engineer, located at 541 Highway 80 West, Suite B, Clinton, Mississippi; Clinton City Hall, Clinton, Mississippi, and the American Subcontractors, AGC, ABC and F.W. Dodge plan rooms in Jackson, Mississippi.

Bid preparation will be in accordance with the Instruction to Bidders bound in the Specifications. The City of Clinton reserves the right to waive irregularities and to reject any or all bids.

CITY OF CLINTON, MISSISSIPPI
BY: /s/ Nelson Byrd
Nelson Byrd
City Clerk

APPROVED BY:
/s/ Billy R. Smith
Billy Ray Smith
Mayor
April 2, 9, 1992

Jostens

# PROOF OF PUBLICATION
# THE STATE OF MISSISSIPPI
# HINDS COUNTY

PERSONALLY appeared before me, the undersigned notary public for Hinds County, Mississippi,

Kim Hemphill,

an authorized clerk of THE CLINTON NEWS, a weekly newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

Date April 2, 19 92

Date April 9, 19 92

Date ______, 19 ___

Date ______, 19 ___

Date ______, 19 ___

Number of Lines 62

Published 2 Times

Total $ 34.24

Signed Kim Hemphill
Authorized Clerk
of The Clinton News

Sworn to and subscribed before me the 9 day of April 19 92.

Janet Bratner
Notary Public

My Commission Expires:

My Commission Expires Nov. 17, 1992

(Seal)

6.

BID TABULATION

| | |
|---|---|
| PROJECT: | CITY OF CLINTON<br>1992 CDBG PROJECT NO. 1-1138-168-ED-01 |
| OWNER: | CITY OF CLINTON |
| ENGINEER: | ANDERSON ENGINEERS, P.A. |
| BID DATE: | MAY 5, 1992 2:00 P.M.<br>OFFICE OF THE CITY CLERK<br>CITY HALL<br>300 JEFFERSON STREET<br>CLINTON, MS |

| CONTRACTOR | BASE BID |
|---|---|
| DELTA CONSTRUCTORS, INC.<br>C.O.R.# 7487<br>BID BOND | $157,710.00 |
| JOSEPH CONTRACTORS, INC.<br>C.O.R.# 6814<br>BID BOND | 152,165.75 |
| SATTERFIELD CONSTRUCTION, INC.<br>C.O.R.# 5666<br>BID BOND | 163,033.50 |
| BLURTON, BANKS, & ASSOCIATES, INC.<br>C.O.R.# 4885<br>BID BOND | 142,984.00 |

This is to certify that the above bid amounts are a true and accurate tabulation of the construction bids received on this project.

BY: William C. Poole
William C. Poole
Anderson Engineers, P.A.

REVIEW APPRAISAL CONTRACT

THIS AGREEMENT, made in Clinton, in the County of Hinds, in the State of Mississippi, by and between the City of Clinton hereinafter called "City", and Jim Terry, whose present office is at P. O. Box 2218, Clinton, Mississippi, 39060, hereinafter called "Appraiser".

WHEREAS, the City desires to determine the present fair market value of certain properties to be acquired for the purpose of the installing sewer improvements.

WHEREAS, the appraiser represents that he is well qualified by training and experience and is in a position to prepare and furnish to the City the desired review appraisal reports.

NOW, THEREFORE, the parties hereto do mutually agree as follows: The appraiser is to be paid a fee of $50.00 per parcel for the review appraisal work.

The appraiser agrees to complete all appraisals fully within twenty (20) working days of receiving all the information necessary to make the review appraisal. The appraiser will furnish one original and one copy of each appraisal to the City.

The City, in making its request for review appraisal reports, will furnish the appraiser with a copy of the primary appraisal.

The City shall have the right of cancellation on all or any part of the services under the Terms of this Agreement in the event of changes in CDBG plans which relieves the necessity for such appraisal, by giving notice by mail to the appraiser herein, and shall be liable for services furnished only to the date of the receipt of such notice by the appraiser.

This Contract covers the appraisal work necessary for the City of Clinton CDBG Program, Community Development Block Grant Project Number 1-1138-168-ED-01.

<u>EQUAL EMPLOYMENT OPPORTUNITY</u>

The Appraiser will not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The Appraiser will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin.

AUDITS AND INSPECTIONS

At any time during normal business hours and as often as the State of Mississippi, Department of Economic and Community Development, Division of Community Services, HUD, and/or the Comptroller General of the United States may deem necessary, there shall be made available to the City, Department of Economic and Community Development, Division of Community Services, HUD, and/or representatives of the Comptroller General for examination of all its records with respect to all matters covered by this contract and will permit the City, Department of Economic and Community Development, Division of Community Services, HUD, and/or representatives of the Comptroller General to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract. Records related to the project shall be retained for three (3) years.

In Witness Whereof, the said parties have hereto set their hands on this the 5th day of May, 1992.

Billy R Smith
MAYOR

Nelson Byrd
CITY CLERK

APPRAISER

Alice Burchfield
WITNESS

# AGREEMENT

THIS AGREEMENT made the ___ day of ____________________, 1992 by the Board of Supervisors of Madison, Copiah, Hinds, Rankin and Yazoo Counties, Mississippi; the Sheriff's of Madison, Copiah, Hinds, Rankin and Yazoo Counties, Mississippi; the Board of Mayor and Selectmen of the Cities of Jackson, Brandon, Pearl, Ridgeland, Madison, Hazlehurst, Canton, Richland, Flowood, Florence, Pelahatchie, Utica, Clinton and Yazoo City, Mississippi; the Chiefs of the Jackson, Brandon, Pearl, Ridgeland, Madison, Hazlehurst, Canton, Richland, Flowood, Florence, Pelahatchie, Utica, Clinton and Yazoo City, Mississippi Police Departments, and the Mississippi Bureau of Narcotics.

W I T N E S S E T H:

WHEREAS, the Board of Supervisors of Madison, Copiah, Hinds, Rankin and Yazoo Counties, Mississippi, are the duly elected governing bodies of said Counties and have the duty in law of adequately funding the operation of the offices of Sheriff as required by Section 19-25-13, Mississippi Code of 1972; and

WHEREAS, the Sheriff of Madison, Copiah, Hinds, Rankin and Yazoo Counties are charged by law with the responsibility of enforcing the criminal laws of the State of Mississippi regarding controlled substances within said counties pursuant to Section 41-29-109, Mississippi Code of 1972; and

WHEREAS, the Boards of Mayor or Selectmen of the Cities of Jackson, Brandon, Pearl, Ridgeland, Madison, Hazlehurst, Canton, Richland, Flowood, Florence, Pelahatchie, Utica, Clinton and Yazoo City are the duly elected governing authorities of the said Cities and have the duty in law of adequately funding the operation of the police departments thereof pursuant to Section 21-21-41, Mississippi Code of 1972; and

WHEREAS, the Chiefs of the Jackson, Brandon, Pearl, Ridgeland, Madison, Hazlehurst, Canton, Richland, Flowood, Florence, Pelahatchie, Utica, Clinton and Yazoo City Police Departments are charged with the responsibility of enforcing the criminal laws of the State of Mississippi regarding controlled substances within said cities pursuant to Section 41-29-109, Mississippi Code of 1972; and

WHEREAS, the Mississippi Bureau of Narcotics, created by Section 41-29-107, Mississippi Code of 1972, is the agency of the State of Mississippi having primary responsibility for enforcing the criminal laws of the State of Mississippi regarding controlled substances; and

WHEREAS, all of the above parties find and declare that violations of the controlled substances laws within Madison, Hinds, Rankin, Copiah and Yazoo Counties constitute a significant portion of all felony violations committed within said Counties and Cities involved and that coordinated law enforcement effort by the parties as an exercise of their police power and their duty to protect the public from criminal activity would effectively reduce these violations, particularly those of unlawful sale, manufacture and distribution of controlled substances; and

WHEREAS, the above parties find and declare that a joint coordinated effort of county, city and state law enforcement agencies within said counties and cities to enforce the criminal laws of the State of Mississippi regarding controlled substances would provide the maximum effectiveness and efficiency in the enforcement of such laws for the least cost to the taxpayers; and

WHEREAS, the parties hereto find and declare that the joint effort authorized by this Agreement will make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby provide a vital service that will best accord with geographic, economic and population factors which influence the needs and development of these communities; and

WHEREAS, the parties hereby state their beliefs that such an efficient, coordinated law enforcement effort may best be accomplished through a formal agreement pursuant to the authority of the "Interlocal Cooperation Act of 1974", Section 17-13-1 through 17-13-11, Mississippi Code of 1972, which requires approval of any agreement executed pursuant to Sections 17-13-1, et seq.

WHEREAS, the Bureau of Narcotics is a party to this agreement pursuant to Subsection (2), Section 17-13-11, Mississippi Code of 1972, which requires its approval of this agreement executed pursuant to Sections 17-13-1, et seq., Mississippi Code of 1972, because the subject matter of the agreement deals, in whole or in part, with a subject over which the Bureau of Narcotics has jurisdiction.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and pursuant to the authority of Sections 17-13-1, et seq., Mississippi Code of 1972, the Boards of Supervisors of Madison, Copiah, Hinds, Rankin and Yazoo Counties (hereinafter Counties), the Sheriffs of Madison, Copiah, Hinds, Rankin and Yazoo Counties (hereinafter Sheriffs), the Boards of Mayor and Selectmen of Jackson, Brandon, Pearl, Ridgeland, Madison, Hazlehurst, Canton, Richland, Flowood, Florence, Pelahatchie, Utica, Clinton and Yazoo City (hereinafter Cities), the Chiefs of the Jackson, Brandon, Pearl, Ridgeland, Madison, Hazlehurst, Canton, Richland, Flowood, Florence, Pelahatchie, Utica, Clinton and Yazoo City Police Departments (hereinafter Chiefs) and the Mississippi Bureau of Narcotics (hereinafter Bureau) hereby agree as follows:

1. This agreement shall take effect upon the date of approval by the Attorney General of Mississippi. This agreement may be modified by the parties hereto. However, any modification of this agreement shall be approved by the Attorney General prior to the implementation of the modification.

2. (a) There is hereby established a joint, cooperative effort to enforce the criminal laws of the State of Mississippi regarding controlled substances in the aforementioned areas. For purposes of implementing this joint effort, the parties hereto choose to establish a separate legal and administrative entity. For the purpose of this agreement, this joint effort and personnel involved therein shall be referred to as the Capitol Cities Metro

Narcotics Enforcement Group (hereinafter Unit). The primary objective of the Unit shall be enforcement of the Uniformed Controlled Substances Act.

(b) A secondary objective shall be the collection, analysis and dissemination to authorized users: general criminal and drug intelligence. Such data shall be collected by the Unit's participants and submitted to the Bureau upon the approved form for inclusion in the State Computerized Criminal Intelligence Data Base. The Unit shall have full access to and use of the data base limited only by applicable state and federal statute.

(c) The Unit shall concentrate its enforcement activities within Madison, Copiah, Hinds, Rankin and Yazoo Counties but may engage in enforcement activity outside of said counties if such activity is necessary and proper for the enforcement of the criminal law of the State of Mississippi.

(d) As to the powers and authority, the Unit shall have only that power and authority granted either the Bureau, the Sheriffs or the Cities by statute, particularly those set forth in the preamble to this Agreement, and shall have no power or authority except that which may be granted the Bureau, the Sheriffs, or the Cities in the enforcement of the criminal laws regarding controlled substances. The Unit shall handle all violations of the controlled substances law, whether felony or misdemeanor violations.

(e) The specific statutory authority vested in each party to this agreement is Section 19-153-13, Mississippi Code of 1972, for the Boards; Section 41-29-109, Mississippi Code of 1972, for the Sheriffs and Cities and Section 41-29-107, et seq., Mississippi Code of 1972, for the Bureau.

3. The above mentioned participating agencies, through their appointed representative shall form a five (5) member board (hereinafter referred to as "The Board") consisting of the Chiefs and Sheriffs of the agencies, to be elected by a vote of the entire group of participating agencies. A member of the Bureau shall be one of the five (5) board members. The Board will then elect a

chairman and a vice chairman to serve when the chairman is unable to attend the meetings of the board. The chairman shall preside over all meetings of the board. A three (3) to two (2) vote is required to pass on any matter presented to the board. Members of the Board may vote by proxy if they are unable to attend the scheduled meeting.

(a) The commander of the unit shall answer to the chairman of the board on all matters concerning the unit.

(b) The Board shall establish operating procedures, policies, regulations, for the unit, however if these regulations or policies are in conflict with the Bureau regulations, the Bureau regulations or policies will override.

(c) The Board shall decide upon any new agencies joining the unit and shall have the authority to approve the new agencies' assignee to the unit.

(d) The Board shall set criteria for the amount of participation each individual agency will need to contribute. This criteria will be based on the following in a one year period: no less than twenty (20) of one or a combination of the below listed items:

A. CASES INITIATED

B. CASE ASSISTS

C. INTELLIGENCE REPORTS PREPARED

D. UNDERCOVER PURCHASES

E. CONFIDENTIAL INFORMANT ESTABLISHMENT

F. DRUG AWARENESS PROGRAMS

G. DRUG RELATED ARRESTS

(e) The entire Board shall approve any unit spending above $500.00; to include monthly bills, equipment, etc. with the exception of PIPE.

(f) The Board shall decide what powers the Chairman shall have as to the approval of all other expenditures of the Unit.

4. Each agency that is a member of the unit shall budget and contribute One Thousand Dollars ($1,000.00) per year, starting October 1, 1992. The Unit's fiscal year runs October to September.

5. Each agency shall be on a six (6) month probation period. At the end of the six month probationary period the board will review each individual agency's amount of participation such as man power assigned to the unit, hours expended, money budgeted and contributed to the unit, etc.

6. (a) Each participating agency shall, through their chief of police or sheriff, assign such personnel of its department of temporary, part-time or full-time duty with the Unit. The governing board will insure that the allocation of personnel from each agency is consistent with the objectives of this agreement and in relation to the size of each municipality, the size of its police force or agency, and the amount of unit activity within each municipality. Any such person so assigned shall work under the immediate supervision and direction of the Unit Supervisor and shall adhere to the rules and regulations of the Mississippi Bureau of Narcotics with regard to operational procedures, evidence handling, and all other matters of policy and procedure. However, any disciplinary actions, beyond dismissal from the Unit as provided by each Agent's individual contract, shall be administrated by the officer's parent agency.

(b) All officers assigned by the Cities/Counties to the Unit shall be duly sworn as special contract agents of the Bureau and shall exercise full power and authority as granted the Bureau and agents thereof under appropriate law, subject to the following limitations:

It shall be clearly understood and is hereby affirmatively stated that the Mississippi Bureau of Narcotics is not by this agreement accepting a co-employer status with any other agency within this Agreement. All matters concerning employment compensation, wage and hour concerns under the FLSA, and any other matter relating to employer-employee relations are the sole responsibility of the employee's primary agency and not the

Mississippi Bureau of Narcotics. Special Contract Agents shall not be considered employees of the Bureau. However, they shall retain the legal right to assert certain defenses for any claims made against them, more particularly qualified immunity and sovereign immunity. Further, legal representation will be afforded each Agent by the Bureau for claims arising from the performance of duties under this agreement.

(c) All officers assigned to the Unit by the parties hereto must meet the same requirements imposed on a Bureau agent regarding background investigation, work history, polygraph examination, and similar requirements, but shall be exempt from the age requirements and limitations; provided, however, that no such officer or special contract agent shall be less than eighteen (18) years of age. The special contract agent, if utilized, shall meet all requirements of a probationary agent of the Bureau and shall be trained by the Bureau in the same manner as regular Bureau agents. All assigned officers shall have been previously certified under Minimum Standards Board.

(d) The Bureau agrees to train officers of the Cities and Sheriff Departments in the proper methods and procedures of field testing, chain-of-custody and evidence handling.

(e) The fidelity bond of the deputy sheriffs shall be paid by their sheriff; the fidelity bond of the officers assigned by the Cities shall be paid by their Cities; and the fidelity bond of the Bureau agents shall be paid by the Bureau. There shall be no requirements of third-party fidelity bonds, it being understood among the parties hereto that in the unlikely event any officer assigned to the Unit absconds with, loses, or otherwise fails to produce money or other property belonging to the parties hereto, such officer's parent agency would provide proper reimbursement.

(f) All personnel, while performing duties within the Unit, shall come under the direct control and supervision of the Unit Supervisor and each Agent, while performing said duties, shall operate strictly by the manual of rules and regulations of the Mississippi Bureau of Narcotics. It is the responsibility of the

Unit Supervisor to immediately report any violations of the aforesaid rules and regulations for the appropriate disciplinary action.

(g) As to financing the Unit, the Sheriffs, with sufficient funds to be provided by the Board, shall compensate each of their deputy sheriffs and defray their individual expenses incurred within their respective counties while each deputy sheriff operates under this contract within their respective county. Each city, with sufficient funds to be provided by each board, shall compensate their individual officers and defray their individual expenses incurred within their respective cities while each officer operates under this contract. With regard to the expenses of each individual city and county officer assigned to the Unit which are incurred outside their respective jurisdictions, such expenses will be defrayed by the Bureau as long as funds exist. The Bureau shall compensate the Unit Supervisor and any other agents which it may assign to the Unit.

The city and county officers shall receive their normal compensation and expenses in the manner currently used by the cities and counties to determine and pay compensation and expenses for the officers. Expenses for city and county officers to be paid by the Bureau shall be governed by Bureau regulations and applicable state law.

7. (a) The broad operational goals and policies of the Unit shall be formulated by the governing board which shall be composed of one member from each participating agency appointed by the Chief Executive Office of the Bureau, the Sheriff Departments and the Police Departments. The day to day operations of the Unit shall be directed by the Unit Supervisor in furtherance of the goals and policies formulated by the governing board. The board shall meet quarterly to review the progress of the Unit and to insure that the Unit Supervisor is acting in furtherance of the goals and policies formulated by the Board.

(b) The Board, along with the Unit Supervisor, may apply for and receive, and shall administer, any federal, state, local or private appropriations or grant funds made available for operations of the Unit, and thereafter may employ such staff as may be required to assist it in the conduct of its business with the approval of the Board.

(c) The Mississippi Bureau of Narcotics shall supply purchase money or buy money used by the Unit which shall be expended and accounted for under the same provisions as if they were expended by the Mississippi Bureau of Narcotics in its current enforcement effort in the State. When available, participating cities may supply purchase money or buy money used by the Unit. All funds shall be deposited to the appropriate Unit account, expended and accounted for in the same manner as required for Bureau funds. The treasurer and/or the disbursing officer of the Bureau shall receive, disburse and account for all funds of the joint undertaking. And all such records shall be maintained in a current status and available for audit by any person authorized to conduct an official audit or any member of the governing board.

(d) The Board of the Unit, along with the Unit Supervisor, shall be responsible for establishing procedures for the proper conduct of financial affairs, in accordance with existing statute and Bureau regulations, including procedures which may be necessary to insure that regulations for use of funds by the participating municipalities or counties are followed.

(e) The counties and cities may supply sums of money to be used in the procuring of evidence, as defined in Section 99-27-37, Mississippi Code of 1972, which shall be expended and accounted for under the same provisions as if they were expended by the Bureau, and being maintained and available for audit by anyone with lawful authority. The Bureau shall make available supplemental PIPE funds and other equipment and manpower as may be required.

(f) Forfeitures produced by or arising out of enforcement efforts of the Unit shall be divided according to the guidelines set forth in state law, whether arising out of state forfeiture action, or the Federal Asset Sharing Program. For the purposes of adherence to state statutory guidelines, the initiating agency shall be considered to be the Unit itself and, after expenses of liquidation and costs of court are deducted, 50% of forfeitures shall be received by the Unit. Equitable distribution of the remaining 50% shall occur by equal division among all local law enforcement agencies participating in this agreement. Further, upon expiration of this Agreement, or subsequent agreements, or the disbandment of the Unit, all property acquired through forfeiture actions by the Unit shall be divided equally among the agencies participating herein, or said property may be sold in accordance with state law, and the proceeds divided equally among the agencies.

(g) All participating members of the Metro Unit shall agree that if an officer of their department, who is not assigned to the Metro Unit makes a case involving drugs in which forfeitable assets are involved, that the Metro Unit will be called to assist the officer. Forfeitures produced in this type of situation shall be divided according to the guidelines set forth in state law, whether arising out of state forfeiture action, or the Federal Asset Sharing Program. For the purposes of State Statutory guidelines, the initiating agency shall be the Police Department or Sheriff's Department that initiated the case, and after expenses of liquidation and court costs are deducted, 50% of the forfeitures shall be received by the initiating Police or Sheriff's Department. The remaining 50% shall go the Unit to be equally divided among all the participating members in accordance with this agreement. Further, upon expiration of this Agreement, or subsequent agreements, or the disbandment of the Unit, all property acquired through forfeiture actions by methods in this paragraph shall be divided equally among the agencies participating herein, or said property may be sold in accordance with state law, and the proceeds divided equally among the agencies.

(h) The Mississippi Bureau of Narcotics Legal Division will handle all forfeitures arising from seizures made under this agreement with the exception of funds less than $1,000.00 and vehicles with a value of less than $2,500.00 The specific department's city or county attorney shall handle forfeitures which are less than the above stated amounts, with the appropriate amounts being forwarded to the unit's account.

(i) The Bureau Legal Division shall handle all seizure and forfeiture action arising out of activities of the Unit pursuant to policies and procedures of the Mississippi Bureau of Narcotics.

(j) The Bureau shall utilize all of its existing equipment in the Madison, Copiah, Hinds, Rankin and Yazoo Counties area in the operation of the Unit. The Cities/Counties shall make available existing equipment used in the narcotics division within the Jackson, Brandon, Pearl, Ridgeland, Madison, Hazlehurst, Canton, Richland, Flowood, Florence, Pelahatchie, Utica, Clinton and Yazoo Police Departments and Madison, Copiah, Hinds, Rankin and Yazoo Counties Sheriff's Departments, including, but not limited to, automobiles and appropriate expense allowance, photography equipment, files, desks, binoculars, radio communication equipment and other specialized equipment. The use by the Unit of any existing equipment or materials owned by the Cities, Sheriffs or Counties shall not be construed to transfer title to such to the Bureau or Unit.

(k) All news releases pertaining to enforcement activity within a participating city or county shall be formulated by the Unit Supervisor.

8. (a) Any party to this Agreement may terminate the provisions of this Agreement by giving notice in writing to the other parties, forwarded by certified mail, return receipt requested, at least twenty-four (24) hours prior to the date of termination. In the event any party hereto terminates participation in this Unit, the remaining parties may continue to operate under this Agreement.

(b) No amendment to the Agreement shall be effective unless it is set forth in writing and adopted by all parties hereto in the manner provided by law for each.

(c) Any and all personal property acquired in the creation and for the operation of the Unit shall be acquired in the name of and title shall vest in the party to this Agreement who shall provide the funds with which the property is acquired. A complete inventory of the property and the owner thereof shall be maintained by the Unit Supervisor. Upon termination of this Agreement, all equipment, materials, and other tangible items purchased shall be the property of the office or governmental body which provided funds for the purchase and shall be delivered to the office or body within thirty (30) days after termination of this Agreement. All property purchased with Unit funds or otherwise acquired by the Unit shall, upon termination of this Agreement and total dissolution of the Unit, be divided among the agencies participating in the Unit at such time according to agreement reached between such agencies. If no agreement is reached between such agencies within thirty (30) days of dissolution, then property purchased with Unit funds or otherwise acquired by the Unit shall be sold and, after deducting costs of sale, the proceeds therefore shall be equally divided among the agencies participating in the agreement.

(d) This Agreement shall be submitted to the Attorney General of the State of Mississippi for approval and shall thereafter be filed for record with the Chancery Clerk of Madison, Rankin, Hinds, Copiah and Yazoo Counties, a copy shall be filed with the Secretary of State and the State Department of Audit within sixty (60) days after it takes effect.

WITNESS OUR SIGNATURES:

COPIAH COUNTY

BY: ______________________________
PRESIDENT, BOARD OF SUPERVISORS

DATE: ______________________________

BY: ______________________________
SHERIFF, COPIAH COUNTY, MISSISSIPPI

DATE: ______________________________

ATTEST:

______________________________
CLERK



291

WITNESS OUR SIGNATURES:

HINDS COUNTY

BY: ______________________________
PRESIDENT, BOARD OF SUPERVISORS

DATE: ______________________________

BY: ______________________________
SHERIFF, HINDS COUNTY, MISSISSIPPI

DATE: ______________________________

ATTEST:

______________________________
CLERK



292

WITNESS OUR SIGNATURES:

MADISON COUNTY

BY: ________________________________
PRESIDENT, BOARD OF SUPERVISORS

DATE: ______________________________

BY: ________________________________
SHERIFF, MADISON COUNTY, MISSISSIPPI

DATE: ______________________________

ATTEST:

________________________________
CLERK



293

WITNESS OUR SIGNATURES:

RANKIN COUNTY

BY: ______________________________
PRESIDENT, BOARD OF SUPERVISORS

DATE: ______________________________

BY: ______________________________
SHERIFF, RANKIN COUNTY, MISSISSIPPI

DATE: ______________________________

ATTEST:

______________________________
CLERK



294

WITNESS OUR SIGNATURES:

YAZOO COUNTY

BY: ______________________________
PRESIDENT, BOARD OF SUPERVISORS

DATE: ______________________________

BY: ______________________________
SHERIFF, YAZOO COUNTY, MISSISSIPPI

DATE: ______________________________

ATTEST:

______________________________
CLERK



295

WITNESS OUR SIGNATURES:

**CITY OF BRANDON**

BY: ____________________________________
MAYOR, CITY OF BRANDON

DATE: ____________________________________

BY: ____________________________________
CHIEF, BRANDON POLICE DEPARTMENT

DATE: ____________________________________

ATTEST:

____________________________________
CLERK

WITNESS OUR SIGNATURES:

**CITY OF PEARL**

BY: ______________________________
MAYOR, CITY OF PEARL

DATE: ______________________________

BY: ______________________________
CHIEF, PEARL POLICE DEPARTMENT

DATE: ______________________________

ATTEST:

______________________________
CLERK



297

WITNESS OUR SIGNATURES:

**CITY OF RIDGELAND**

BY: ______________________________
MAYOR, CITY OF RIDGELAND

DATE: ______________________________

BY: ______________________________
CHIEF, RIDGELAND POLICE DEPARTMENT

DATE: ______________________________

ATTEST:

______________________________
CLERK



298

WITNESS OUR SIGNATURES:

CITY OF CLINTON

BY: Billy R Smith
MAYOR, CITY OF CLINTON

DATE: 5-18-92

BY: ______________________________
CHIEF, CLINTON POLICE DEPARTMENT

DATE: ______________________________

ATTEST:

Nelson Byrd
CLERK



299

WITNESS OUR SIGNATURES:

**CITY OF MADISON**

BY: ______________________________
MAYOR, CITY OF MADISON

DATE: ______________________________

BY: ______________________________
CHIEF, MADISON POLICE DEPARTMENT

DATE: ______________________________

ATTEST:

______________________________
CLERK



300

WITNESS OUR SIGNATURES:

**CITY OF HAZLEHURST**

BY: ______________________________
MAYOR, CITY OF HAZLEHURST

DATE: ______________________________

BY: ______________________________
CHIEF, HAZLEHURST POLICE DEPARTMENT

DATE: ______________________________

ATTEST:

______________________________
CLERK



301

WITNESS OUR SIGNATURES:

**CITY OF CANTON**

BY: ____________________________________
MAYOR, CITY OF CANTON

DATE: ____________________________________

BY: ____________________________________
CHIEF, CANTON POLICE DEPARTMENT

DATE: ____________________________________

ATTEST:

____________________________________
CLERK



302

WITNESS OUR SIGNATURES:

**CITY OF RICHLAND**

BY: ______________________________
MAYOR, CITY OF RICHLAND

DATE: ______________________________

BY: ______________________________
CHIEF, RICHLAND POLICE DEPARTMENT

DATE: ______________________________

ATTEST:

______________________________
CLERK



303

WITNESS OUR SIGNATURES:

**CITY OF FLOWOOD**

BY: ______________________________
MAYOR, CITY OF FLOWOOD

DATE: ______________________________

BY: ______________________________
CHIEF, FLOWOOD POLICE DEPARTMENT

DATE: ______________________________

ATTEST:

______________________________
CLERK



304

WITNESS OUR SIGNATURES:

**CITY OF FLORENCE**

BY: ______________________________
MAYOR, CITY OF FLORENCE

DATE: ______________________________

BY: ______________________________
CHIEF, FLORENCE POLICE DEPARTMENT

DATE: ______________________________

ATTEST:

______________________________
CLERK



305

WITNESS OUR SIGNATURES:

**CITY OF PELAHATCHIE**

BY: ____________________________________
MAYOR, CITY OF PELAHATCHIE

DATE: ____________________________________

BY: ____________________________________
CHIEF, PELAHATCHIE POLICE DEPARTMENT

DATE: ____________________________________

ATTEST:

____________________________________
CLERK



306

WITNESS OUR SIGNATURES:

**CITY OF UTICA**

BY: ______________________________
MAYOR, CITY OF UTICA

DATE: ______________________________

BY: ______________________________
CHIEF, UTICA POLICE DEPARTMENT

DATE: ______________________________

ATTEST:

______________________________
CLERK



307

WITNESS OUR SIGNATURES:

**CITY OF YAZOO CITY**

BY: ________________________________
MAYOR, CITY OF YAZOO CITY

DATE: ______________________________

BY: ________________________________
CHIEF, YAZOO CITY POLICE DEPARTMENT

DATE: ______________________________

ATTEST:

________________________________
CLERK



308

WITNESS OUR SIGNATURES:

**CITY OF JACKSON**

BY: ______________________________
MAYOR, CITY OF JACKSON

DATE: ______________________________

BY: ______________________________
CHIEF, JACKSON POLICE DEPARTMENT

DATE: ______________________________

ATTEST:

______________________________
CLERK



309

WITNESS OUR SIGNATURES:

**MISSISSIPPI BUREAU OF NARCOTICS**

BY: ______________________________
DIRECTOR, MS BUREAU OF NARCOTICS

DATE: ______________________________

ATTEST:

______________________________
CLERK



310

RESOLUTION AND ORDER TO CONDEMN

WHEREAS, the Mayor and Board of Aldermen, constituting the governing authority of the City of Clinton has determined that certain easements are required for the operation of water wells within the City of Clinton, namely, Water Well No. 7 and Water Well No. 8, the location of each, together with the required easement thereto, being described more fully in Exhibits A-1, A-2, B-1 and B-2 to this Resolution, and which are incorporated herein the same as if set forth verbatim, and the same being lcoated on Sixteenth Section lands administered by the Clinton Public School District; and

WHEREAS, the acquisition of the easements for Water Wells Nos. 7 and 8 have been, and hereby are, found by the governing authority to be reasonable, sufficient and necessary to provide a water supply for the recreational activities of the Sixteenth Section leased lands in Traceway Park and for the supply of water to the municipal water system; and

WHEREAS, the governing authority of the City of Clinton has, and does herewith, declare the acquisition of the property rights for the water wells by the easements described in Exhibits A-1 and A-2, and B-1 and B-2, to be necessary for the protection of the health, safety and general welfare of the citizens of Clinton; and

WHEREAS, the governing authority of the City of Clinton has, and does hereby, find and declare the acquisition of the property interests described in Exhibits A-1 and A-2 and B-1 and B-2 to this Resolution to be urgent and necessitious; and

WHEREAS, the City of Clinton has been unable to acquire said property by negotiation; and

WHEREAS, the governing authority of the City of Clinton has found, and does hereby find, that, in order to protect the health, safety, welfare and public convenience of the citizens of the City and the protection of the property of the citizens of Clinton, it is necessary that the City have immediate possession by way of easements over the property described in Exhibits A-1 and A-2 and B-1 and B-2 hereto, and the governing authority finds that the City of Clinton shall suffer irreparable harm and delay by exercising the right to condemn said property through Eminent Domain proceedings pursuant to §§11--27-1 through 11-27-39, as opposed to claiming the right of immediate possession of said property pursuant to §§11-27-81 through 11-27-89; and

WHEREAS, the governing authority of the City of Clinton believes that the City of Clinton has valid leases and easements upon the property described in Exhibits A-1 and A-2 and B-1 and B-2, except for a claim by the Clinton Public School District that such leases and easements are null and void for the purpose of operating a water well or water well facility; and

WHEREAS, the Mayor and Board of Aldermen of the City of Clinton desires to protect the governing authority and the citizens of the City of Clinton from the loss of the use and service of the water wells which are the subject of this Resolution;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED as follows:

1. Being unable to agree with the Clinton Public School District, administrator of the subject land, the Mayor and Board of Aldermen, after due consideration, does hereby declare the property described in Exhibits A-1 and A-2 and B-1 and B-2 to this Resolution necessary for public use and orders that it be condemned; and authorizes and requests the attorney for the City of Clinton to institute any and all condemnation proceedings necessary to acquire an easement equal to the time remaining upon the respective recreational leases on the above-described property for the public use mentioned, including all access rights necessary for the operation of the water wells which are the subject of this Resolution; and

2. The Mayor, the Director of Public Works, and the City

Engineer each are directed to assist and prepare evidence for the condemnation proceedings here authorized and ordered.

Alderman VALENTE moved that the foregoing Resolution be adopted. Alderman RYAN seconded. The vote was as follows:

| | |
|---|---|
| Alderman Ryan voted: | AYE |
| Alderman Ferrell voted: | AYE |
| Alderman Valente voted: | AYE |
| Alderman Montgomery voted: | AYE |
| Alderman Johnson voted: | AYE |
| Alderman Lott voted: | AYE |
| Alderman Todd voted: | ABSTAIN |

APPROVED on the 5TH day of MAY, 1992.

Billy R Smith

BILLY RAY SMITH, MAYOR

ATTEST:

Nelson Byrd

NELSON BYRD, CITY CLERK

# LEGAL DESCRIPTION
# FOR
# WATER WELL NO. 7
# CLINTON, MISSISSIPPI

Commence at the Northeast corner of Cascades Part 6 according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi in Plat Book 34 Page 8. From said point of Commencement run N 89-46-14 W for 203.17 feet to a iron pin located on the south right-of-way line of Northside Drive at the intersection with Cynthia Road. From said point thence run N 26-02-23 W 715.37 feet to the Point of Beginning, thence run these following bearings and distances;

POINT OF BEGINNING;

| | | |
|---|---|---|
| Thence | N 48-46-32 W | 50.10 Feet; |
| Thence | N 40-20-03 E | 39.99 Feet; |
| Thence | S 48-48-53 E | 50.82 Feet; |
| Thence | S 41-21-59 W | 40.02 Feet; |

To the POINT OF BEGINNING.

The above described parcel is located in the Southwest Quarter (1/4) of the Southeast Quarter of Section 16, Township 6 North, Range 1 West, City of Clinton, Hinds County, Mississippi and contains 2018.52 square feet or 0.0463 acres more or less.

LEGAL DESCRIPTION
FOR
20 FOOT WIDE WATER LINE EASEMENT
LOCATED AT WATER WELL NO. 7

Commence at the Northeast corner of Cascades Part 6 according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi in Plat Book 34 Page 8. From said point of Commencement run N 89-46-14 W for 203.17 feet to a iron pin located on the south right-of-way line of Northside Drive at the intersection with Cynthia Road. From said point thence run S 86-32-55 W 789.22 feet to the Point of Beginning, thence run these following bearings and distances;

POINT OF BEGINNING;

| | | |
|---|---|---|
| Thence | N 42-28-01 E | 860.38 Feet; |
| Thence | N 50-21-42 W | 116.49 Feet; |
| Thence | S 41-21-59 W | 20.00 Feet; |
| Thence | S 50-21-42 E | 96.09 Feet; |
| Thence | S 42-28-01 W | 904.78 Feet; |
| Thence | N 60-28-35 E | 40.98 Feet; |
| Thence | N 57-57-51 E | 27.43 Feet; |

To the POINT OF BEGINNING.

The above described parcel of property is located in the Southwest Quarter (1/4) of the Southeast Quarter (1/4) of Section 16, Township 6 North, Range 1 West, City of Clinton, Hinds County, Mississippi and contains 19793.37 square feet or 0.4544 acres, more or less.

LEGAL DESCRIPTION
FOR
WATER WELL NO. 8
CLINTON, MISSISSIPPI

Commence at the Northeast corner of Cascades Part 6 according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi in Plat Book 34 Page 8. From said point of Commencement run N 89-46-14 W for 203.17 feet to a iron pin located on the south right-of-way line of Northside Drive at the intersection with Cynthia Road. From said point thence run N 71-10-47 E 1723.16 feet to the Point of Beginning, thence run these following bearings and distances;

POINT OF BEGINNING;

| | | |
|---|---|---|
| Thence | N 89-53-28 E | 39.92 Feet; |
| Thence | N 0-05-18 W | 49.66 Feet; |
| Thence | S 89-53-28 W | 39.92 Feet; |
| Thence | S 0-05-18 E | 49.66 Feet; |

To the POINT OF BEGINNING.

The above described parcel of property is located in the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section 16, Township 6 North, Range 1 West, City of Clinton, Hinds County, Mississippi and contains 1982.43 square feet or 0.0455 acres more or less.

LEGAL DESCRIPTION
FOR
20 FOOT WIDE WATER LINE EASEMENT
LOCATED AT WATER WELL NO. 8

Commence at the Northeast corner of Cascades Part 6 according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi in Plat Book 34 Page 8. From said point of Commencement run N 89-46-14 W for 203.17 feet to a iron pin located on the south right-of-way line of Northside Drive at the intersection with Cynthia Road. From said point thence run N 87-33-38 E 1653.28 feet to the Point of Beginning, thence run these following bearings and distances;

POINT OF BEGINNING;

| | | | |
|---|---|---|---|
| Thence | S 89-34-34 E | 20.00 | Feet; |
| Thence | N 2-43-31 W | 486.25 | Feet; |
| Thence | S 89-53-28 W | 20.00 | Feet; |
| Thence | S 2-43-35 E | 486.07 | Feet; |

To the POINT OF BEGINNING.

The above described parcel of property is located in the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section 16, Township 6 North, Range 1 West, City of Clinton, Hinds County, Mississippi and contains 9710.71 square feet or 0.2229 acres, more or less.

313D

City of Clinton
Mississippi

Billy Ray Smith, Mayor



MEMO TO: Board of Aldermen

FROM: Billy Ray Smith BRS

SUBJECT: Veto of proposal to accept Federation Drive as a public street

DATE: May 11, 1992

Gentlemen:

In accordance with Mississippi Code Section 21-3-15, I feel I must veto the Board Action taken at the May 5, 1992, Meeting accepting Federation Drive as a public street for maintenance purposes.

If we accept Federation Drive as a public street, I feel we would be setting a precedent for other owners of private drives to ask the City to take and maintain their drives as public streets. The street maintenance budget is already tight; any area that is added will strain the budget further. Because the location of Federation Drive turns into a school's parking lot, I have to be concerned about any increased liability the City would have to assume, should any child be injured.

Gentlemen, I respect each one of you for voting your conviction. In that same manner, I feel I must vote my personal conviction on this matter through veto.

P. O. Box 156 / 300 Jefferson Street / Clinton, Mississippi 39060 / (601) 924-5462

AGREEMENT

WHEREAS, the City of Clinton desires to employ the services of Dr. Woodrow Marsh to consult with and advise the City in matters of recreation and education; and

WHEREAS, Dr. Woodrow Marsh is willing to serve the City as a consultant and advisor on matters of recreation and education; and

WHEREAS, Dr. Woodrow Marsh is well-qualified by education, training and experience in the field of recreation and education; and

WHEREAS, the City of Clinton is in process of developing a short- and long-range plan under which recreational activities of the City can be provided to the citizens in the most cost-effective manner and with the best and most efficient use of facilities already acquired or to be acquired;

IT IS AGREED as follows:

1. Dr. Woodrow Marsh will serve the City of Clinton as a consultant and advisor in matters of recreation and education.

2. For and in consideration of Dr. Woodrow Marsh serving as a consultant and advisor for the City of Clinton in matters of recreation and education, the City of Clinton will pay to Dr. Woodrow Marsh the sum of $ 4165.00 as compensation for such services during the period beginning May 1, 1992, and ending September 30, 1992. Payment for such services shall be made to Dr. Woodrow Marsh by the payment of $ 833.00 on or before July 8, 1992, and the remaining balance shall be paid on or before October 10, 1992.

3. The City will reimburse Dr. Woodrow Marsh for reasonable and necessary expenses; provided, however, before any expenses are incurred, Dr. Woodrow Marsh shall obtain prior approval from the City.

4. For and in consideration of the payment of the fee set forth above, Dr. Marsh will perform the following services:

a. To identify the organizations, governmental agencies, associations, persons and other entities who have an interest in, or the potential to contribution to, the establishment and operation of an efficient and effective educational system and recreational program within the City of Clinton and to identify the facilities necessary and appropriate to support such a program and associated activities.

b. To solicit and coordinate the effort of the organizations, governmental agencies, associations, persons and other entities who have an interest in parks, recreation and education to the extent the City of Clinton is authorized so that the maximum benefit will be realized for all our citizens by the most cost-effective methods.

c. To develop a short- and long-range plan for the establishment, operation and coordination of park, recreational and educational activities for the City of Clinton; to identify the facilities and resources necessary and appropriate to implement the plan developed and to identify the ways and means of obtaining and supporting the facilities and resources necessary to implement the plan developed.

d. To advise the Mayor and Board of Aldermen in matters related to the planning, development and operation of park and recreation activities and in the establishment and coordination of educational activities within the City to the extent that the City may make a contribution to the effective and efficient conduct of such educational activities.

5. From time to time, Dr. Woodrow Marsh shall make to the Mayor and Board of Aldermen such reports as Dr. Marsh determines to be appropriate or as requested by the Mayor and Board of Aldermen; provided, however, that Dr. Marsh shall provide a preliminary report of his initial findings and recommendations not later than forty-five (45) days after the effective date of this Agreement, and he shall provide a report of his findings and

recommendations not later than September 15, 1992.

THIS AGREEMENT entered into on this the 6th day of May, 1992.

The City of Clinton
By:

Billy R. Smith
Billy Ray Smith, Mayor

Attest:

Nelson Byrd
Nelson Byrd, City Clerk

Woodrow Marsh
Dr. Woodrow Marsh